

WILD, CARTER & TIPTON
A Professional Corporation
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UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE COUNTY
REGIONAL MEDICAL CENTER,

Debtor.

Case No.: 17-13797-B-9

Chapter 9

DC No.: WW-41

Date: August 2, 2018
Time: 9:30 AM
Dept: B
CtRm: 13
U.S. Bankruptcy Court
2500 Tulare St., 5th Floor
Fresno, California

The Honorable René Lastreto II

DECLARATION OF SCOT HILLMAN IN SUPPORT OF OBJECTION TO
MOTION FOR AUTHORITY TO ENTER INTO
TRANSACTION INCLUDING BORROWING FUNDS, SALES OF
PERSONAL PROPERTY AND PROVIDING SECURITY,
ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES AND FOR
AUTHORITY TO LEASE REAL PROPERTY PURSUANT
TO 11 U.S.C §§ 105, 362, 364, 365, 901 AND 922 BY HEISKELL RANCHES L.P.

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1 I, SCOT HILLMAN, declare:

2 1. I am the General Partner of HEISKELL RANCHES L.P. ("HRLP"). As
3 part of my duties, I have personally reviewed HRLP's leases and accounts with debtor,
4 TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE COUNTY REGIONAL
5 MEDICAL CENTER ("Debtor"). I make this declaration in support of HRLP's *Objection* to
6 Debtor's *Motion for Authority to Enter into Transaction including Borrowing Funds, Sales of*
7 *Personal Property and Providing Security, Assumption and Assignment of Contracts and*
8 *Leases and for Authority to Lease Real Property pursuant to 11 U.S.C. Sections 105, 362, 364,*
9 *365, 901 and 922* ("Motion").

10 2. I am one of the persons with custody and control of the business records
11 of HRLP as they relate to this bankruptcy case, and I am familiar with the manner in which
12 those records are compiled.

13 3. The records of HRLP are made in the ordinary course of business by
14 persons who have a business duty to make such records. The records are made at or near the
15 occurrence of the event of which they record. It is the business practice of HRLP to make
16 and keep careful records of all matters pertaining to its accounts and leases.

17 4. I have personally reviewed HRLP's records as they relate to Debtor and I
18 make this declaration upon that personal review and upon my own personal knowledge of the
19 facts stated herein.

20 5. Prior to the Petition Date, HRLP and Debtor entered into two separate
21 written leases. One lease is for the real property located at 880 E. Merritt, Suites 105 & 106,
22 Tulare, California, which is for the period March 1, 2017 through February 28, 2019 ("Lease
23 1"). From March 1, 2018 to the end of the Lease term, the monthly rent is \$3,084.93. A true
24 and correct copy of Lease 1 together with all extensions is attached hereto as exhibit A and
25 incorporated herein by this reference.

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6. The second lease is for the real property located at 880 E. Merritt, Suites 107, 108 & 109, Tulare, California, which is for the period March 1, 2017 through February 28, 2019 ("Lease 2"). From March 1, 2018 to the end of the Lease term, the monthly rent is \$4,924.03. A true and correct copy of Lease 2 together with all extensions is attached hereto as exhibit B and incorporated herein by this reference.

7. After the Petition date, Debtor breached Lease 1 by failing to make the monthly payments due for the period April – July 2018 in the amount of \$3,084.93, for a total of \$12,339.72. There are also late charges of \$140.00 due under Lease 1, for a total amount outstanding of \$12,479.72, as of July 31, 2018.

8. After the Petition date, Debtor breached Lease 2 by failing to make the monthly payments due April – July 2018 in the amount of \$4,924.03, for a total of \$19,696.12. There are also late charges of \$140.00 due under Lease 2, for a total amount outstanding of \$19,836.12, as of July 31, 2018.

9. On August 1, 2018, an additional \$3,084.93 will become due under Lease 1, with an additional late charge to be imposed on August 16, 2018. Thus, the total "cure" amount for Lease 1 as of August 1, 2018 will be \$15,564.65, plus an additional \$35.00 on August 16, 2018.

10. On August 1, 2018, an additional \$4,924.03 will become due under Lease 2, with an additional late charge to be imposed on August 16, 2018. Thus, the total "cure" amount for Lease 2 as of August 1, 2018 will be \$24,760.15, plus an additional \$35.00 on August 16, 2018.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on this 30th day of July 2018, at Tulare, California.

/ s / Scot Hillman
SCOT HILLMAN